

**Questions and Answers for Administrative Support Services  
RFP DE-RP05-00OR22825**

Several similar questions were received. For the sake of brevity, one question was chosen to be answered on similar topics. An amendment to the solicitation will be issued in the near future as a result of some of the excellent questions that were received.

- 1. Reference: L.11 and Section L, Attachment 4, salary information for “Security Supervisor” was omitted. Was this an oversight?**

The salary range for the Security Supervisor is \$24,126 - \$37,690. This omission will be corrected in the next amendment to the solicitation.

- 2. Does "Substantially Equal Benefits" really mean EQUAL?**

No. It is DOE’s intent that the contractor’s benefit package will be substantially equivalent in total, but there may be differences between specific benefits.

- 3. Since funds have already been paid to cover accumulated vacation for the incumbents, will these funds be transferred to the successful bidder?**

No. It is the policy of EASI to pay all employees for their accumulated annual leave balances at the end of the contract. Therefore, no leave balances will transfer to the successful offeror for incumbent employees; however, the successful offeror will be obligated to recognize the prior service of incumbent employees for leave purposes as stated in clause ORO H57.

- 4. Will you provide a breakout of accumulated vacation by incumbent employee?**

This is unnecessary; however, upon award the successful offeror will receive employee consensus information for health benefits and to recognize prior service credit for leave purposes.

- 5. If substantially equal benefits and pay are required, what is the fringe percentage applied?**

Your company must calculate its applicable fringe rate to cover appropriate expenses.

- 6. Request a copy of the current organizational chart for the ORO organization that the current contractor is supporting.**

A copy is available from the Reading Room.

- 7. The current employee list for EASI only contains fifty-two names, are the remainder of**

**the 97 positions to be considered open, or are the additional names forthcoming?**

The Employee Contact List contains 52 names on page 1 and 48 names on page 2.

- 8. Reference: B.2 (d) and H.18, does the \$60,000 for Overtime per year include on-call pay? If not, how is on-call pay to be priced?**

On-call service to the Emergency Management program will be removed from the Statement of Work in the next amendment.

- 9. Reference: B.2 and I.9, since this contract has been given a SCA designation, will the government provide a mapping of labor categories to WD labor categories?**

No. Not all labor categories directly map to the Wage Determination categories. If the new contractor plans to use labor categories that do not map to the wage determination, it is the contractor's responsibility to establish conformed rates consistent with the Service Contract Act requirements.

- 10. Section J, Attachment B, Reporting Requirements, invoices are to be submitted Monthly. Will DOE consider Semi-Monthly billings?**

According to Section I, Clause 52.232-7, vouchers shall be submitted once each month (or at more frequent intervals if approved by the Contracting Officer). After award, the Contracting Officer may consider a request for more frequent intervals.

- 11. Reference: H.4 (b), providing Lockheed Martin blanket access to "requests for proposals, bids, and other necessary procurement related documents from or to any governmental agency" is a concern. Please clarify – is this access to be granted on a need-to-know basis and for issues related to this procurement only? Lockheed Martin appears to have significant responsibility for providing Contractor oversight [Ref. Para. H.4.(b)]. Does this mean that this contract will essentially be a subcontract to LMES?**

No, this procurement will be a direct DOE prime contract, not a subcontract to LMES. This clause applies to health, safety, environmental, and related operations of the contractor and its subcontractors if any while located at the Y-12 Plant which is currently managed and operated by Lockheed Martin Energy Systems under contract to DOE. LMES has the responsibility for these type of issues, and the contractor would need to coordinate with and abide by their procedures while on the Y-12 premises.

- 12. Reference: H.14, will the government provide a detailed job description of duties and responsibilities expected of the three key personnel?**

No.

- 13. Reference: H.14, since the obligations of key personnel may change between proposal submission and contract work start date, will the government accept other qualified key personnel?**

No. Commitment and availability statements are required from all Key Personnel.

- 14. Reference: I.7 (c) and I.8 (a), these two clauses are in conflict with each other. Please confirm that the language in I.8 is correct, and this contract will be issued as a direct award between the contracting activity and the 8(a) contractor.**

As a result of an Memorandum of Understanding between SBA and DOE mentioned in paragraph a of clause 52.219-70XX, a direct award between DOE and the 8(a) will be made. Clause 52.219-18 is required and cannot be edited.

- 15. Reference: Section J, Attachment A, SOW 3.0, according to 3.0 of the SOW, the contractor is required to provide messenger services for the ORO facilities. Will the appropriate vehicles provided by the government or should the contractor lease/purchase? If the contractor is required to lease/purchase, what are the type(s) and number of vehicles currently being employed.**

The government will provide the appropriate vehicles.

- 16. Reference: Section L, Attachment 1, we are concerned about listing references for those people who have committed to us to work this contract but are not yet employed by our company. With contract award several months away, contacting these references could put their current employment in jeopardy. We suggest that offerors be allowed to include a statement that references for key personnel will be made available at contract award, in lieu of supplying them with our proposal.**

No, Key Personnel are being evaluated under Criterion 1, so it is imperative that we have all possible information with your offer.

- 17. Reference: Section L, Attachment 3, we find no instructions for the Key Personnel Past Performance Survey. Please clarify how many surveys, who should complete them, etc.**

If the company has no relevant past performance, relevant past performance for the proposed key personnel may be evaluated in its place. No more than 3 evaluations are necessary for each key employee. The surveys should be completed by the person(s) most knowledgeable about their performance. Also, a change will be made to the form to identify the individual being evaluated in the next amendment.

- 18. Reference: Section L, Attachment 4, please explain why some of the Annual Ranges include amounts below the Wage Determination for those categories. Are the RFP labor categories not consistent with the WD categories?**

Not all labor categories map to the Wage Determination categories. In response to questions, we have noted errors to be corrected in a future amendment regarding exempt status and salary ranges. Therefore, the annual ranges should fall within any Service Contract Act non-exempt position requirements. If under a proposer's compensation system some salary ranges are below Wage Determination categories, the offeror must pay at least the Service Contract Act wage determination minimum rates in each job category.

- 19. Reference: Section L, Attachment 7, please confirm that “bi-monthly” cost to employee means that the annual cost is six times these amounts.**

Bi-monthly should be semi-monthly, i.e., twice per month.

- 20. Reference: Section L-25, Volume II requires the offeror to “discuss backup support for all key personnel functions.” Is this support to come from personnel assigned to work the contract or from other sources?**

Backup support from personnel assigned to work the contract.

- 21. Reference: Section L-25, Volume II requires the offeror to “discuss approach to incorporating ... and security into the offeror’s proposed infrastructure.” What is meant by the term “security?”**

The ability to meet the security requirements as mentioned in clauses ORO H45 and H50 and elsewhere in the RFP.

- 22. Could you please tell me if the following teaming scenario would be acceptable to the DOE on the upcoming ORO Admin Support bid? Scenario: a LLC (limited liability company) is formed specifically and only for this bid and contract; an 8(a) company will own more than 51% of the LLC and be the lead company; and the 8(a) company will receive more than 51% of the total contract billings.**

Refer to your district SBA office to determine if your scenario would meet 8(a) eligibility requirements.

- 23. With the issuance of Amendment 001 to this solicitation , will DOE consider extending the proposal due date to allow potential offerors time to interview the incumbent employees?**

No.

- 24. Will another amendment be issued to correct the key personnel titles in Clause H.14 (ORO H70 KEY PERSONNEL (MAY 1997) (REVISED)) to reflect the change in Amendment 0001?**

Yes, and also to correct the number of key positions mentioned in provision ORO L155.

- 25. The RFP specifies that the text of the proposal "shall not exceed 12 characters per inch averaged over one full line of text." (Section L.25(a)(3)(I), p106). Is "12 characters per inch" equivalent to "10 point font" or other?**

Twelve characters per inch is equivalent to a 12 point font.

- 26. The RFP specifies that the Technical Proposal (i.e., Volume II) "shall not exceed 30 pages." Will the Volume II cover page and table of contents be counted against the 30-page limit?**

No.

- 27. What type of real estate mapping is envisioned to be required? (i.e. Mapinfo, ArcInfo, etc or parcel map service?) What task is the real-estate mapping currently being provided under?**

Mapinfo, MGE-PC, Geographic Transformer, Microstation, AutoCAD, Softdesk as well as other graphical and data editors are used for real estate mapping under Task 8C.

- 28. Reference: Section L, Attachment 5, Mod A057, we have obtained a copy of a contract funding table for Mod A057 dated 10/25/99 from the contract available in the Reading Room. This table shows Tasks 23 and 24 as essentially out of funds. However, Section L, Attachment 5 shows 9 people assigned to these tasks. Has additional funding for these tasks been requested and approved or will the tasks be closed? If closed, what is the schedule for closing?**

Tasks 22 through 24 have been combined into Task 22 and it will remain an active task.

- 29. Does the first right of refusal apply to the incumbent's key managers on this contract?**

A Right of First Refusal clause is not included in the solicitation. First consideration shall be extended to incumbent personnel per ORO L2A.

- 30. Reference: Amendment 1, Page No. 3, ORO B13 Price Schedule, because actual hourly rates for 8 labor categories were not included on the B13 Price Schedule, will DOE allow the awardee of this contract to reprice the said positions once the actual hourly pay rates are known?**

No actual hourly rates have been provided in this solicitation for privacy reasons. Your company must establish actual pay rates in your offer.

- 31. Reference: L.25 (a) (3) (I), Page No. 106, does the 30 page limitation on the technical proposal exclude resumes, past performance information, and the benefits package information?**

Yes.

- 32. Reference: Section L.25(iii) & (v), Page 109, Other Pertinent Information Technical Exceptions and Deviations, are the Other Pertinent Information and Technical Exceptions and Deviations sections included in the 30 page limitation of the technical proposal?**

Yes.

- 33. Many of the full-time equivalent (FTE) workers are listed as working 1920 direct productive labor hours (DPLH) per year. Do the 1920 DPLH include holidays, vacations, overtime, sick/personal days, etc. (page 4)? Can we bill separately for holidays?**

No, Clause ORO B13, paragraph a, states that DPLH are defined as being exclusive of vacation, holidays, sick leave and other advances.

- 34. Are the current contractor employees at the Oak Ridge Operations offices covered under a wage determination or a collective bargaining agreement?**

The same Wage Determination in the solicitation applies to the current contract. EASI employees are not covered by a collective bargaining agreement.

- 35. How can prospective bidders receive a copy of the current wage determination or collective bargaining agreement?**

A copy is included in Section J, Attachment D.

- 36. Please explain Section L, Attachment 7, Summary of Current Benefits Recognized by DOE (pages 119 - 122). Will the successful contractor be expected to provide all of these benefits to its employees?**

Proposals will be evaluated under Criterion 2 for providing substantially equivalent pay and benefits in aggregate.

- 37. Section L, Exhibit A, page 123; Calculation of Loaded Direct Labor - Is this spreadsheet a hypothetical example to demonstrate the method for calculating Loaded Direct Labor or do the numbers pertain to the current contract to provide support to**

**the Oak Ridge Operations offices?**

Footnote 1 clearly states that amounts and labor categories are for illustration purposes only and are not related to this RFP.

- 38. Will the successful contractor be expected to provide any supplies during performance of this contract?**

Some supplies may be needed that the contractor would acquire and bill as Other Direct Costs.

- 39. How much funding did DOE allocate to this contract during the last full contract year?**

From December 1998 to December 1999, \$1,249,436 in incremental funding was obligated to this contract.

- 40. What start date does the DOE anticipate?**

June 1, 2000.

- 41. Will the winning contractor be allowed to interview and offer employment to the incumbent contractor's workers?**

Yes, refer to Amendment 1 and provision ORO L2A.

- 42. How long will it take for a contractor employee to receive a "Q", "L" or "BAO" clearance (page 26)?**

A "BAO" clearance normally takes between 1-3 days depending on the timeliness of the processing. A "L" clearance normally takes approximately 60 days. A "Q" clearance can take 180 days to one year, but the normal is 180 days.

- 43. Does DOE utilize an interim clearance to allow new or replacement employees to begin work 'pending final clearance?'**

Yes, a visitors badge may be issued on the first day, but the level of work may need to be restricted based on the level of classification of material, i.e. classified or unclassified, needed to perform the work.

- 44. How many times during the current contract period were contractor employees that were "on call" called in to work?**

None.

**45. What software is used for word processing (page 70)?**

Word and WordPerfect are usually used.

**46. What does “performing minor service to equipment” refer to (page 70)?**

Replacing toner cartridges, etc.

**47. What type of security measures will be required for classified and sensitive mailings (page 70)?**

Strict DOE procedures are established and may be found in the Classification and Control Manual on the web location of <http://ssd1.oro.doe.gov/cmhc.htm>.

**48. Will the external messenger or any contractor employee be required to drive a Government provided vehicle (page 70)?**

Yes, the contractor couriers, photographers and others will be required to drive government vehicles.

**49. What software is used to manage the database (page 71)?**

Various software is used such as Excel, FileMakerPro, and DOE specific software.

**50. How many DOE/ORO emergencies were there annually during the current contract period (page 71)?**

The annual average is less than one, but the Statement of Work requirement to be on-call during DOE/ORO emergencies will be deleted so this question is now irrelevant.

**51. How will the professional photographer be transported to the “remote locations” (page 71)?**

Government vehicles are available for official travel.

**52. How will quality be evaluated (page 72)?**

DOE task monitors will assess the contractor’s quality of products and services by appropriate inspection methodologies such as observation, number of reworked items, etc.

- 53. A site visit is recommended in section L.7 (page 98). How can we arrange that?**

Contact Mr. Jerry Wills at willsje@ornl.gov.

- 54. Are there any pending health and safety and/or Worker's Compensation cases for EASI's current employees under this proposal contract? If so, what (if any) are the financial and legal responsibilities and risks for the successful offeror?**

No, not at this time. If any, liability would remain with EASI.

- 55. The current contract provides support for both the Paducah, Kentucky office and the American Museum of Science and Energy in Oak Ridge, both of which will not be supported under the pending solicitation. As a result of this reduction of scope or any budget cuts, does DOE anticipate any work force reductions before the new contract is let?**

DOE is currently experiencing budget reductions (thus contractor staff reductions) and expects tight budgets in future fiscal years, therefore, future reductions may be possible.

- 56. B.2, ORO B13 Price Schedule (Pg. 4 of 18 of Amendment 1), the Total DPLH shows 188,160 hours; however, it actually adds to 186,240, a difference of 1,920 hours. Is there a Labor Category missing or is the total incorrect?**

The total is incorrect.

- 57. F.2, ORO F05 Principal Place of Performance (Pg. 19), states that "If space is available and it is in the Government's best interest, key personnel may be housed in Federal facilities with non-key personnel, and subject to building regulations mentioned in ORO H11A." For pricing purposes, can offerors assume the key personnel will be located onsite in DOE provided facilities?**

Yes.

- 58. H.4, ORO H10 Oversight of Contractor (Pg. 25) states that "In performing such evaluations, the Contractor agrees to allow LMES access to ...qualification of employees consistent with the Privacy Act .....requests for proposals, bids, and other necessary procurement related documents from or to any Governmental agency relating to such matters, and reports whether generated by the Contractor, subcontractor, prospective subcontractors, or a third party relating to such matters." It appears that LMES has the right to proprietary information that seems excessive. Will DOE consider deleting this sentence?**

No.

- 59. H.7, ORO H45 Security Qualification (Pg. 26), states that “Prior to submitting individuals for clearance, the contractor must screen individuals in accordance with an employee screening plan approved by the DOE Contracting Officer’s Representative (COR) ....Clearances will be provided and paid for by DOE.” For pricing purposes, will the costs associated with employee screening be a direct charge? If so, are offerors to assume that the directed \$25,000 for ODCs on the Pricing Schedules would cover these costs? Also, do all incumbent employees currently possess clearances? If not, will the successful offeror be required to screen these incumbent employees?**

All incumbent employees possess clearances. Costs associated with employee screening are allowable direct charges.

- 60. H.10, ORO H57 Human Resource Consideration (Pg. 27), “The Contractor shall obtain DOE approval prior to backfilling any vacant position”. Please amplify the intent of the statement.**

The successful contractor needs to obtain DOE approval prior to filling positions due to a vacancy to ensure that funds are available to continue to require that position. The contractor must also comply with clause ORO H70, Key Personnel.

- 61. Clause H.18, Hours of Operation (Pg. 31), are any employees under this contract currently working alternate work schedules? If so, please identify the class of employees and the schedule?**

Contractor employees are allowed to use alternate work schedules on certain current tasks if convenient for the DOE office and function and if in accordance with the company personnel policies and Department of Labor regulations.

- 62. H.19, ORO H-6A Employee Training (Pg. 31), the second paragraph requires the contractor to ensure that all employees attend safety and security training once within 30 days of beginning performance on this contract. Will transitioned employees hired from EASI by a successor contractor be required to attend the training once within 30 days of beginning performance, if they have had the training? Are we to assume the training costs are included in the government-specified \$25,000 ODCs contained in Clause B.2, Price Schedule?**

Yes, all employees need the training within 30 days of contract commencement. Training costs will be directly charged as DPLH for employees in attendance since it is mandatory training, and peripheral costs of putting on the class may need to be Other Direct Costs.

- 63. H.10, ORO 57 Human Resources Considerations (Pg. 27) and L.11 ORO L-2A Human Resources Considerations (Pg. 99) states that “The contractor shall provide the transitioned employees a medical benefits program with no enrollment waiting period or pre-existing conditions exclusion”. Under the Health Insurance Portability and Accountability Act of 1996 (HIPAA) regulations (2590.701-5) certain rules were put in place concerning pre-existing conditions limitations. HIPAA indicates that the employer and insurers are responsible for providing Certificates of Creditable Coverage (CCCs) for employees that lose coverage “under the plan”. The new contractor may not be able to provide the transitioned employees a medical benefits program with no enrollment waiting period or pre-existing conditions exclusion. Employees being terminated by EASI at the end of the contract who are hired by the successor contractor may have an enrollment waiting period or pre-existing condition if the transitioned employee had previously elected not to have insurance coverage under the EASI plan, had not met the pre-existing condition elimination period, and/or can not obtain a CCC from EASI and/or its insurers. Based on the foregoing, will DOE re-evaluate this requirement in accordance with HIPAA?**

No. It is the Department of Energy’s expectation that the successful offeror will have an innovative health benefits program that keeps transitioned employees whole, if they previously elected health coverage under the current contract with EASI, while addressing specific benefits issues that comply with the state and federal requirements of the Health Insurance Portability and Accountability Act of 1996.

- 64. H.19, ORO H-6A Employee Training (Pg. 31) Mandatory Training, is the referenced class to be dealt with as a component of the government-specified ODCs contained in Clause B.2, Price Schedules? If not, is the time spent in class to be considered DPLH and thus covered as a direct cost to the Government? Who is responsible for developing and presenting the Training Modules?**

Training approved or required by DOE is considered to be DPLH and covered as a direct cost to the government. The training modules must be approved by DOE and may be prepared/presented by a contractor other than the Administrative Support Services contractor or the Department of Energy.

- 65. I.4, 52.216-22 Indefinite Quantity (Pg. 36) (a), “This is an indefinite-quantity contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies and services specified in the Schedule are estimates only and are not purchased by this contract.” Clause B.2(a) states that the hourly rates are fixed for the full period of performance of the contract and that the wage rates included in the fully burdened hourly rates are not subject to revision unless required by the Service Contract Act. In arriving at the fully burdened hourly rates, offerors need to assume a certain estimate of anticipated costs (or base) to**

properly arrive at their proposed indirect rates (fringes, overhead, and especially G&A). If DOE does not order a “substantial” portion of their estimated DPLH, the successful offeror could be at risk of not recovering their indirect costs. Would DOE consider adding language stating that indirect rate adjustments will be considered if DOE does not order at least 80% of the estimated DPLH. It could be detrimental for a small business to estimate their indirect rates based on the Government’s estimated DPLH and then the amount ordered is significantly less.

No.

66. **I.5, 52.217-8 Option to Extend Services (Pg. 36), “The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor.” Would the rates referred to above be the proposed rates on the Price Schedule for Option Year 3? Would DOE consider negotiating new rates at the time the option is exercised since this would be five and a half years from now?**

See Clause 52.222-43. If the Department of Labor Wage Determination minimum rates were to increase, at the time of exercising an option or in the event of extension, the contractor would be provided an opportunity to renegotiate only the base rate to accommodate the required wage and fringe increase, but not the other indirect add-on percentages which are fixed. The original indirect rates would be applied to the new base wage rate to provide a new fully loaded rate.

67. **I.9 52.222-41 Service Contract Act of 1965, as Amended (Pg. 38) (c) Compensation, (2) (I) and (ii). Paragraph (2) (I) requires the contractor to classify any class of service employee which is not listed in the Wage Determination and (2) (ii) requires a conformance for those unlisted class of employees. Since Wage Determination No. 94-2493 was incorporated into the EASI contract and the same Wage Determination is being incorporated into the follow-on contract, we assume that a conformance has already been conducted by EASI for those Service Contract Act positions not listed in the Wage Determination as required by (2) (ii). If this assumption is correct; will the follow-on contractor be required to do another conformance? Will DOE provide a copy of the Standard Form (SF) 1444, Request for Authorization of Additional Classification and Rate that were submitted by EASI and approved by the Contracting Officer and/or Department of Labor? If it was determined by DOE in accordance with FAR Clause 52.222-41 (c) (iv) (B) that an SF 1444 was not required for those classifications not listed in the Wage Determination, will DOE please provide a cross-walk between the classifications listed in ORO B 13 Price Schedule and those listed in the Wage Determination that they were conformed to?**

The successful offeror should request a conformance to all classifications that do not have a SCA wage determination rate.

- 68. Section J, Attachment A – Performance-Based Statement of Work, since personnel supporting the emergency management office will be on-call 24 hours per day will beepers be required? If so, will these costs be direct charge and should offerors assume this is covered in the directed \$25,000 ODCs on the Price Schedule?**

On-call service is being deleted from the Statement of Work and Hours of Operation clause.

- 69. Section K, Representations and Certifications, there does not appear to be any “signature block” on any of the pages required to be submitted in Volume I. Is it a correct assumption that no signatures are required?**

Yes, Section K does not require a signature but it is to be included in Volume I which does require a signature.

- 70. L.2, 52.215-1 Instructions to Offerors—Competitive Acquisition (Pg. 93) (c)(2), “The first page of the proposal must show—“ is this required in all three volumes or only Volume I?**

Volume I only, except it would be wise to identify your firm on all volumes.

- 71. L.3, 52.215-20 Requirement for Cost or Pricing Data or Information Other than Cost or Pricing Data (Pg. 96) (b). (3), Financial Responsibility Information, due to the magnitude of this contract, the government faces a much higher risk of contractor default caused by financial burdens that may be encountered by some companies by floating payroll, etc. Beyond the Contracting Officer’s responsibility determination, will the government use the financial data required for evaluation purposes such as an assessment of performance risk? If so, is it accounted for in the RFP Section M evaluation criteria?**

The Contracting Officer will not use the information provided for purposes other than making a responsibility determination for this procurement.

- 72. L.25, ORO L155 Proposal Preparation Instruction – Volume II Technical and Business Management Proposal (Pg. 107), (b), Criterion 2 Instructions, if provided, will an offerors table of contents, listing of figures, and corporate commitment letters be excluded from the Volume II-30 page limitation?**

Table of Contents and listing of figures will not be counted, but any “corporate commitment” letters which are not required will be counted in the 30 page limitation.

73. Section L, Attachment 1, Resume Format (Pg. 111), is there a page limitation on the resumes?

No, but we would appreciate a reasonable length not to exceed 2 to 4 pages each.

74. Section L, Attachment 4, Labor Categories and Current Actual Base Pay Salary Ranges for Non-Key Personnel (Pg. 114), *“Specific hourly rates are not provided for positions held by only one individual for privacy purposes.”* There are eight (8) positions that do not include Average Hourly Rates and Clause B.2, Price Schedule includes seven Non-Key Personnel labor categories (16 FTEs) for Exempt employees that actual salary information is not provided, for a total of 24 incumbent positions. Therefore, it is left to offerors to propose an “estimated” hourly rate for these categories and it is possible for offerors to propose lower hourly rates than the incumbent employees are currently making. Based on Clauses H.10 and L.11 that require the contractor to *“provide substantially equivalent pay and benefits”*, we assume DOE would expect the successful contractor pay incumbent employees their actual salary and not make them take a cut in pay. On the other hand, the successful contractor will only be reimbursed for the “fixed” rate proposed on the Price Schedule. In order to be fair and equitable to the incumbent employees, the successful contractor, and the Government, will DOE consider negotiating and revising the fixed hourly rates on the Price Schedule to reflect the “actual” salaries after contract award?

No. Off-site interviews are permitted to provide offerors an opportunity to determine acceptable salaries for incumbents that you may be interested in hiring.

75. Section L, Attachment 5 (Pg. 115) and Section L, Attachment 6 (Pg. 118), Attachment 5 lists Task Number 99A, Attachment 6 does not list Task Number 99A. Will DOE please provide a Task Number 99A description in Attachment 6?

Task 99A is key personnel program management activities.

76. Section L, Attachment 5 (Pgs. 15-18) and B.2, ORO B13 Price Schedule (Pgs. 3-12), The labor categories and number of FTE’s listed in B.13 Price Schedule and the Job Titles by Task Number and number of positions listed in Section L, Attachment 5 differ as follows. Will DOE please clarify the differences?

<u>Labor Categories/Job Titles</u>	<u>Number listed B.2</u>	<u>Number listed Sec. L, Att. 5</u>
Administrative Analyst II	3	4
Administrative Assistant II	16	15
Data Entry Operator II	0	1
Data Entry Operator III	1	0

<b>Document Control Operator</b>	<b>5</b>	<b>6</b>
<b>General Clerk I</b>	<b>2.5</b>	<b>3</b>
<b>General Clerk II</b>	<b>16</b>	<b>17</b>
<b>Secretary III</b>	<b>0</b>	<b>1</b>
<b>Security Clerk</b>	<b>7.5</b>	<b>8</b>
<b>Supervisor</b>	<b>5</b>	<b>6</b>

In Section L, Attachment 5, the Administrative Analyst II for task 20B should be listed as Administrative Assistant II. In the Price Schedule, the Data Entry Operator III should read Data Entry Operator II. The .5 FTE listed in the Price schedule for General Clerk I and Security Clerk represents two part-time employees. Reductions are represented in the Price Schedule but not taken out of Section L, Attachment 5, for easy cross referencing in the Contact List provided to the firms which complete an Intent to Propose for the following positions: Document Control Operator III (currently vacant), General Clerk I, General Clerk II, Secretary III and Supervisor.

- 77. M.2, Evaluation General (Pg. 124), the offeror interprets this language to mean that the government will have only two options for contract award: 1) award based on initial written offers OR 2) discussions with all offerors in the competitive range and submission of revised written proposals, i.e., BAFOs. Is the option for oral presentations therefore excluded?**

Yes.

- 78. DOE ORO contractual requirements of this magnitude historically have recognized the importance of an effective transition from an incumbent contractor. Accordingly, such RFPs have required a formalized transition plan of proposers. Considering such a transition plan could take up valuable page count in Volume II, does DOE desire a Transition Plan to evaluate, and if so, could you provide relief on the Volume II page count where it is not counted in the 30 pages (such as Resumes, Benefits, and Past Performance)?**

No, DOE does not desire a transition plan to evaluate.

- 79. What is the status of the electronic file management system task currently being performed by SAIC? When the task is completed, who will maintain the system?**

The electronic file management system is in the process of being implemented. When in full production, end users will directly input into the system, and the ADP contractor will maintain the technical aspects of the system.

- 80. Does the government anticipate the extension of the current contract? If so, for what period of time?**

No.

- 81. It is typically the practice of the government to release the names of all firms attending preproposal conferences. In view of the fact the no preproposal conference will be held for this procurement, will the government consider providing the names of firms which have submitted the Intent to Propose. Such information is useful to prospective offerors who may be seeking teaming partners.**

No.

- 82. Page 2 & 52 discusses government property: a. Is the government furnished property limited to the locations listed on page 19? b. Are there any locations that the contractor is assigned to, that requires the contractor to furnish their own materials?**

The work to be performed is limited to those locations, and necessary Government Furnished Property will be provided at all sites.

- 83. Page 27, Section H.8, a. This section identifies a security coordinator, is this requirement a Direct Labor category that can be charged or is it Indirect?**

That is a decision for your company to make in considering your management approach to accomplishing the work.

- 84. Page 29, under Key Personnel, should it read “except” absences, death, etc?**

No. “Absent” means “except for.”

- 85. Page 37 – Option to Extend, understand the base period is 2 years, is the option period “3-1 Year Options” or “1-3 Year Option”?**

There will be three one-year option periods for the durations specified in the ORO B13 Price Schedules.

- 86. How much Overtime has been utilized in the past?**

Records show that 3769.7 hours of overtime have been used on the current contract, including operation of the Museum, from June 1, 1995 through December 15, 1999.

- 87. What is the current structure of support of the present DOE personnel?**

If we understand the question correctly, the DOE Contracting Officer assigns a Contracting Officer's Representative to assist with technical aspects of the contract, who delegates authority to Contract Technical Monitors for each task order. Most organizations within ORO receive administrative support as needed.

**88. Where does the Oak Ridge Operations Office fit in the US DOE Organizational Structure?**

ORO is one of eight field offices. See [www.doe.gov](http://www.doe.gov) for more information on Department of Energy.

**89. What are the estimates or ceilings for Overtime, Travel and other? No escalation permitted? Is this figure a fixed price during the contract period? Can we reconfigure the \$100,000.00 – Overtime, Travel, other?**

No, this is a fixed amount given by DOE as an estimate of available funds for these activities, and also serves as a baseline for comparison of proposed price estimates.

**90. It is understood that DOE will provide all materials, supplies and equipment [Ref. Para. B.2(b)]. Does this include computer software as well?**

Yes, as appropriate to support task functions but not for supporting management functions such as financial accounting.

**91. Can we obtain a listing of reports that DOE requires to facilitate service? Example: Headcount, Turnover, Removal/Replacement, Departmental Costs Etc.**

Refer to the Reporting Requirements in Section J.

**92. Is there flexibility on open enrollment for incumbent workforce? Many existing plans have a four week (160 hour waiting period) to become eligible for Health and Welfare Benefits.**

No, all incumbent employees who currently have EASI insurance coverage should have health and insurance coverage on the beginning date of the contract.

**93. Are payrates flexible?**

Yes.

**94. What is the current approval process for ordering additional headcount?**

The company should discuss and seek approval from the CTM and/or COR for the need to change the level or amount of services provided.

**95. What is the current process for handling Time and Attendance?**

The company is responsible for its internal procedures. Vouchers will be based on DPLH and must be substantiated.

**96. It is understood that DOE will pay for obtaining clearances. However, are there any specific screening requirements for new employees (i.e., drug tests) that the Contractor will be responsible for paying?**

Screening requirements are given in clause ORO H45. Costs may included in the Other Direct Costs.

**97. How many man-hours were billed in 1999 & what percentage of hours was overtime?**

Records show that 118,327 regular hours and 270 overtime hours were worked in 1999.

**98. Can we recruit on-site? If the answer is yes, will the DOE provide an area for performing interviews?**

No.

**99. What is the current process for orienting a new employee?**

The company is responsible for its human resource procedures.

**100. How often are payrates reviewed for contingent work force?**

It is up to the successful offeror to determine a review of pay rates for its employees; generally, rates are reviewed annually.

**101. What are the three most important factors for a company to win this contract?**

See Evaluation Factors in Section L or M.

**102. The list of current EASI employees provided identifies 100 people. The revised schedule of FTEs (Amendment 001) totals 97 FTEs. Does this mean that 3 existing positions will not be required under the new contract?**

Yes, the numbers of employees are dynamic. In light of ongoing budget reductions, the

numbers may change again prior to award date.

**103.Paragraph E.1.(b) identifies that the Contractor will be required to maintain records of "inspection work" that may be performed. Can you clarify what "inspection work" this paragraph refers to?**

Records of reviews, assessments, or other evaluations performed by the contractor that are necessary to verify the quality of performance for the work product, data produced, and/or the processes used.

**104.We assume that the bidding companies are allowed to have informational Open House meetings in Oak Ridge for the general public. Is this a correct assumption?**

Yes.

**105.It appears that all current employees performing duties for EASI under contract DE-AC05-95OR22200 are located in government facilities. Will this continue (at least initially) under the new contract?**

Clause ORO F05 states that work shall be performed at Government facilities. Clause ORO H95 and Paragraph 2 of the Performance Based Statement of Work in Section J, Attachment A, state that the Government will provide the space, utilities (including telephone and telephone service), equipment, and supplies necessary for the contractor to accomplish the work onsite. This will apply for the duration of the contract.

**106.Level of Effort, Schedule B, Amendment 001: we note that two (2) labor categories, General Clerk I and Security Clerk, involve part-time work, as depicted by the inclusion of fractional FTEs. To what extent is the level of effort in these two categories performed on a full-time versus a part-time basis? For example, there are a total of 2.5 FTEs shown for General Clerk I. Does this consist of two (2) full-time and one (1) part-time personnel? Or is some other combination of full- and part-time staffing used? In addition to the two labor categories cited, are there other labor categories involving use of part-time personnel on a regular basis?**

A General Clerk I and a Security Clerk represent one part-time employee in each category. No, this RFP does not have other part-time employees at this time.

**107.Key Personnel, Schedule B as amended, Section H.4, and Section L.25.(b). The revised Schedule B defines three key personnel. These are the Project Manager, the Contract/Integration Manager, and the Human Resources Manager. The ES&H/Security/QA Manager previously shown as key has been deleted and no precisely equivalent position is shown in the amended Schedule B. Has this position been entirely eliminated? Also, have the duties previously performed under this**

**position been reallocated to other positions, and if so, to which positions?**

This was to be a new position, but was entirely deleted. Your company must decide how to allocate the work.

- 108. Oversight of Contractor, Section H.4.c.** This clause states that : The Contractor acknowledges that Clause H.15 of Contract OR21400 authorizes LMES under specified circumstances, to suspend work of the Contractor or deny the Contractor access to the Government's facility. The Contractor agrees to comply with any such LMES direction.” (RFP, p.25) Section H.15 of the instant solicitation, however, addresses provision of government property to the successful offeror. We have not been able to find clauses that define or limit LMES authority to deny access to the Government’s facilities. Under what circumstances, and with what notice, would LMES be allowed to exercise such authority? How would notice of such an action be given? Should LMES take such an action, we assume that any personnel unable to work due to such action would be paid for administratively leave and the cost directly charged to the contract. We base this on the second paragraph of Section H.18, but do not see this particular concern specifically addressed in the solicitation. Is our interpretation correct? What is the Government’s position in this regard?

This clause generally applies in the event of a situation in which the contractor is performing work in an unsafe manner, when the working conditions become unsafe, an unplanned event or emergency arises, inability to access the site due to bad weather, or an administrative decision is made to shutdown operations. In the event access to the facility is denied and no other facility is available to accomplish the work, DOE will pay for administrative leave as indicated in clause ORO H-3A.

- 109. Price Adjustments, Section I.11.** The subject clause states in paragraph (e), that certain price adjustments (those based entirely on changes in Wage Determination or similar Government regulation), “...*shall not otherwise include any amount for general and administrative costs, overhead, or profit.*” (RFP, p. 45) This clause appears to be inconsistent with the Cost Accounting Standards (CAS, FAR Part 30), Generally Accepted Accounting Principles, and this firm’s current accounting policies and practices. In providing for price adjustments as discussed in this clause, excluding appropriate amounts of indirect burden would have the effect of causing other Government contracts to “subsidize” this effort, possibly leading to cost disallowances upon incurred cost audit. Please clarify the intent of the cited clause and its application to a contract resulting from this solicitation.

This is a labor-hour contract that allows adjustment to the base wage rate, but does not allow adjustment to general and administrative costs, overhead, or profit. The original rates for those expenses would be applied to the revised base rate to recalculate a fully burdened rate.

- 110. Original Copies, Section L.23(b)(3).** This Section states that, “ *Copies No. 1 and 2 of the proposal or bid shall contain the signed original of all documents....*” (RFP, p.103)

**We interpret this to refer to the first copy of Volumes I and II, respectively. Is this correct? The sentence could be taken to mean the first two copies (of nine) of all three required volumes. Please clarify.**

The sentence means the first two copies of nine of all three required volumes should be “originals.”

**111. Technical Proposal Page Limitation, Section L.25(a)(3). The cited section states in part that, *For interpretation of page guidelines, the front and back of a single sheet are counted as two pages.*” (RFP, p.106) We interpret this to mean that a side of a sheet on which text or graphics are printed will count as a page. Is this correct? As written, one could infer that a sheet with single-sided printing could be counted as two pages. Please clarify.**

No, every sheet of paper will count as two pages.

**112. Current Task Orders, Section L., Attachment 6. Task Order 18A is not included in the listing provided as Attachment 6. Please explain. Has this task been completed and will not be continued? To what activities are the current incumbents expected to be reassigned, if at all?**

Task 18 is service to Paducah and will not be continued under this solicitation.

**113. Personnel Classification, Section B13, and Salary Data Section L Attachment 4. There are a number of questions with respect to the cited materials. We note that the Technical Writer IV is classified as “non-exempt” and presumable would be subject to a wage determine salary rate. The salary range given for this labor category has a maximum of \$34,053 per annum, or \$16.37 per hour. The Wage Determination included with the solicitation, however, has only one level of Technical Writer, with a base salary rate of \$19.48 per hour (equivalent to \$40,518 per annum). This is a discrepancy of almost 19%. Please clarify this apparent inconsistency. Does the substantially higher wage determined rate apply to the Technical Writer labor category?**

The Technical Writer IV will be changed to Technical Writer. The salary range should be \$34,053 to \$40,851, and the position is exempt.

**114. We note that all three levels of the Administrative Analyst labor category are classified as non-exempt. This raises two questions our experience suggests that individual in this labor category are performing professional work. If so, should this individual classified as exempt personnel? If, however, there are properly classified as non-exempt, we assume that individuals in this labor category would be subject to SCA Wage Determination. We have not been able to reconcile this labor category to any occupation included in the wage determination appended to the solicitation. What is the proper classification of this labor category, and if non-exempt what is the relevant**

**occupation category in the wage determination?**

The Administrative Analysts will be changed to Analysts, and should be exempt on the Price Schedules.

**Older Questions and Answers Which Were Posted on January 6, 2000:**

**115. In terms of procurement history, would you please provide us with the incumbent contractor's contract number, firm name and the dollar amount of the current contract? Is the incumbent for this contract NCI or EASI?**

DE-AC05-95OR22200; Enterprise Advisory Services, Inc.

The current amount obligated to date on the contract is \$29 million which has included the operation of the American Museum of Science and Energy and support to the Paducah, KY office. However, as mentioned in the Statement of Work in the Request for Proposals, operation of the Museum and support to Paducah are excluded for this contract.

**116. We would like to know if the current contractor is eligible to bid on the new contract.**

EASI graduated from the 8(a) program so they are ineligible to propose as a primary offeror.

**117. Is solicitation DE-RP05-00OR22825 closed to firms that are not in the 8(a) program?**

Yes.

**118. Has performance of the current contractor been satisfactory?**

Yes.

**119. If there are no site visits nor pre-proposal conferences planned, how are we to know the full scope of the work required in order to make a creditable offer?**

We consider the scope of the work to be sufficiently described in the official, written Request for Proposals. In addition to the Statement of Work, the Request for Proposals includes labor categories, estimated direct productive labor hours, current benefits, hours of operation, etc., to enable you to provide a creditable offer.

**120. Aren't there too many Project Managers listed in Section L, Attachment 5?**

Yes. An amendment will be issued to change the positions to Analyst I for Tasks 7A, 16A, 9A, and 17 and Analyst II for Task 23A. The title of Project Manager is correct for Task 99A.